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5-1-1995

Fleming Supermarkets of Florida, Inc. d/b/a Hyde Park Market and United Food and Commercial Workers, AFL-CIO, Local 1625 (1995)

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Fleming Supermarkets of Florida, Inc. d/b/a Hyde Park Market and United Food and Commercial Workers, AFL-CIO, Local 1625 (1995)

Location

South FL

Effective Date

5-1-1995

Expiration Date

4-30-1998

Number of Workers

1500

Employer

Fleming Supermarkets of Florida, Inc. d/b/a Hyde Park Market

Union

United Food and Commercial Workers

Union Local

1625

NAICS

44

Sector

P

Item ID

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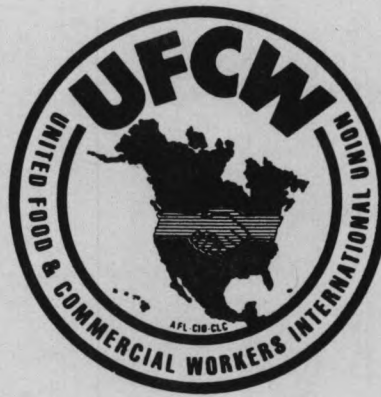
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

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COLLECTIVE BARGAINING AGREEMENT

between

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1625
AFL-CIO**

and

**FLEMING SUPERMARKETS OF FLORIDA, INC.
D/B/A/ HYDE PARK MARKET**

MAY 1, 1995

thru

APRIL 30, 1998

WHEN A QUESTION OR
PROBLEM ARISES
CALL OR WRITE THIS OFFICE

BLS
FILE COPY

UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 1625

1300 N Florida Mango Road, Suite 8
West Palm Beach, Florida 33409-5255

West Palm Beach (407) 688-1222
Florida Watts 1-800-237-4804
FAX (407) 688-1244

FOR HEALTH & WELFARE
(INSURANCE)
INFORMATION CALL OR WRITE

UFCW RETAIL EMPLOYEES & EMPLOYERS
HEALTH & WELFARE TRUST FUND
1920 N Florida Mango Road
West Palm Beach, Florida 33409-6499

Watts 1-800-822-5899
West Palm Beach (407) 478-0095
FAX (407) 471-0043

FOR PENSION
INFORMATION CALL OR WRITE

UFCW UNIONS & CONTRIBUTING EMPLOYERS
PENSION FUND

1920 N Florida Mango Road
West Palm Beach, Florida 33409-6499

Miami 1-800-822-5899
West Palm Beach (407) 478-0095
FAX (407) 471-0043

Dear Member:

This is our Union's contract with your Employer. This contract sets forth your wages, hours, benefits and other working conditions.

READ IT - KNOW YOUR RIGHTS - KNOW YOUR BENEFITS -
PROTECT YOUR RIGHTS AND BENEFITS - GUARD THEM ZEALOUSLY!

Save this contract so that you may refer to it whenever the need arises. When a question and/or problem occurs, ask your Union Steward for help or call or write the Union's office. Give us all of the relevant facts so that we can quickly and efficiently assist you. The rights and benefits contained herein are yours and when another employee violates the contract they are not only hurting themselves but the rest of the members as well.

We are as close as your Union Steward or telephone. Do not be in doubt as to what your rights and benefits are. Ask us and be sure.

With kind regards and best wishes, we remain

Fraternally yours,

Richard S. Cutshaw
President

Gary J. Parody
Secretary-Treasurer

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AGREEMENT

This Agreement made and entered into this 1st day of May, 1995, by and between *Fleming Supermarkets of Florida, Inc. d/b/a Hyde Park Market*, hereinafter referred to as the Employer and the *United Food and Commercial Workers Union Local 1625*, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC, hereinafter referred to as the Union, and any renewal or extension thereof, shall be binding upon the parties.

ARTICLE 1 INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial relationship between the Employer and the Union and so set forth herein rates of pay, hours of work, and working conditions to be observed between the parties. The parties agree that the language of this Article 1 does not create substantive rights and may not be asserted by either party as the basis, in whole or in part, for any grievance or other cause of action one against the other and may not be referred to by any trier of fact or decision maker as the basis, in whole or in part, for any finding of fact or conclusion.

ARTICLE 2 COVERAGE

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for a collective bargaining unit consisting of all persons employed in the Employer's present retail food stores in the State of Florida at the locations listed on Exhibit 1, with respect to rates of pay, wages, hours and other conditions of employment EXCEPT Store Managers, Assistant Store Managers, Store Manager Trainees, and security personnel.

Section 2. The Employer agrees that it will use all reasonable efforts to cause the buyer of a majority of the Company's then existing retail food store(s) located in the State of Florida, as listed in Exhibit 1, to agree to retain or hire substantially all of the employees affected by the sale of the store(s), at the rates set forth in this Agreement for a period of not less than thirty (30) days following closing on such sale. Should the store(s) be darkened for a period of time, but not exceeding thirty (30) days after closing on such sale, the thirty (30) day period will commence upon the buyer's opening of the store(s).

Section 3. The Employer will use its best efforts to set up a meeting between the proposed buyer and the Union to discuss proposed relationship and what the Union can do to assist in the operation. The Employer shall have no responsibility for the success or failure of such meeting.

Section 4. The Employer will give the Union notification of the sale of any of the store(s) immediately upon execution of a Letter of Intent of such sale between the Employer and buyer.

ARTICLE 3
UNION SECURITY PROVISION

Section 1. If, during the life of this Agreement or any renewal or extension thereof, the laws of the State of Florida and/or the U.S. Government are changed or amended to make Union-Shop Agreements valid, the parties will meet and negotiate on such matter.

Section 2. **AGENCY SHOP CLAUSE**

Employees shall have the right to voluntarily join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this Agreement, shall be required to pay as a condition of employment, an initial service fee and monthly service fees to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent. The aforesaid fees shall be payable on or before the first day of each month, and such sums shall in no case exceed the initiation fees and the membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union.

It shall also be a condition of employment that all employees covered by this Agreement shall on the thirty-first (31st) day following the beginning of such employment, pay established initial and monthly service fees as shown above.

ARTICLE 4
MANAGEMENT

Section 1. The management of the Employer's business and the direction of the employees, including the right to plan, direct, and control store operations, hire, promote, demote, suspend or discharge for just cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to introduce new or improved methods or other facilities and techniques, and the right to establish and maintain reasonable rules and regulations covering the operation of the business, a violation of which shall be among the causes for discharge, the right to increase wages, included starting pay above the minimum rates set out in Article 37, but not greater than the highest rate of pay paid to current employees in the same job classification, and the right to increase or decrease the number of managers and trainees in each store in the Employer's sole discretion and assign work to said managers and trainees as determined by the Employer are vested exclusively in the Employer, provided that these rights shall not be used for the purpose of discrimination against any employee.

Section 2. The Employer has the right to establish or eliminate Department Head classifications in those stores where, in the sole opinion of the Employer, the needs of the store require. A Department Head is any employee held responsible by the Employer for the proper operation of a specified department. Department Heads will be assigned in stores where designated by the Employer, and where so assigned, will be paid the rates as listed in Article 37 "WAGES" or such higher rates as permitted by Article 4 "MANAGEMENT".

ARTICLE 5
NON-DISCRIMINATION

The Employer agrees it will not discriminate against any employee because of union membership or because of any union activity. The Employer and Union actively support equal opportunity for all employees in the areas of age, race, color, religion, sex, disability and national origin.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The Employer and the Union shall make a good faith effort to settle promptly any differences, disputes or complaints arising over the interpretation or application of the contents of this Agreement.

Section 2. In the event a dispute arises over the interpretation or application of a specific provision of this Agreement, the employee should take up this dispute with his/her Department Head or Store Manager for adjustment, within five (5) business days after the occurrence of the incident giving rise to the difference, dispute or complaint. No employee shall be discriminated against because of Union activity. If the employee feels that his/her dispute has not been solved to his/her satisfaction and he/she desires to make a grievance, the grievance must be submitted (Section 3 Step 1) within ten (10) business days of the incident mentioned above. Having been submitted, the grievance will be dealt with as prescribed below:

Section 3. GRIEVANCE PROCEDURE

Step 1. The employee should report the grievance to the Department Head, Store Manager and then to the Steward and/or Business Agent. These parties will meet within five (5) business days to adjust the grievance. If the grievance is not settled within two (2) business days, it shall be processed in Step 2. Wage claims will not be restricted to the above time limits.

Step 2. The Union Business Agent shall meet with the Employer's District Manager within five (5) business days of the conclusion of Step 1 and attempt to settle the grievance. If the grievance is not settled within two (2) business days, it shall be processed in Step 3.

Step 3. The grievance shall be referred to the Employer's Personnel Department by the authorized Union Representative. The grievance will be submitted in writing. The Personnel Department shall discuss the grievance with the authorized Union Representative and endeavor to settle it. In the event the grievance is not settled within five (5) business days of the conclusion of Step 2 the offended party may seek arbitration in accordance with Section 4.

At any time during the processing of a grievance the Personnel Department may involve itself in the grievance process. When the Personnel Department becomes actively involved, the grievance will move to Step 3.

Section 4. ARBITRATION PROCEDURE

In the event that the Employer and the Union are unable to settle a grievance and/or dispute after the conclusion of discussion under Step 3 above, then either party may request the American Arbitration Association to make a list of Arbitrators available to hear and determine the case in accordance with their prevailing rules. Such a request for arbitration shall be submitted not later than 45 days following the conclusion of Step 3 above.

Section 5. The Arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement.

Section 6. The decision of the Arbitrator shall be final and binding upon the parties to this Agreement and the employees covered hereby.

Section 7. The fee and expenses of the Arbitrator and the cost of the hearing room shall be borne one-half ($\frac{1}{2}$) by the Employer and one-half ($\frac{1}{2}$) by the Union.

Section 8. The Employer shall have a right to call a conference with the Steward or Representative of the Union and said Representative shall attend such conference for the purpose of discussing grievances, criticisms or other problems.

Section 9. It is further agreed that the parties will meet on request to discuss outstanding issues, problems and suggestions relative to furthering a cooperative relationship between management and labor.

ARTICLE 7 DISCHARGE-DEMOTION-PROMOTION

Section 1. The power of discharge and discipline for just cause and to demote, lies with the Employer.

Section 2. Discharge and discipline, promotions and demotions, shall be subject to the grievance procedure. If such grievance is decided in favor of the employee, he/she shall be entitled to reinstatement and if the Arbitrator decides that the employee is entitled to pay for lost time the computation of such pay will be based on the straight time pay for the basic work week.

Section 3. The Employer will give the Union notice of all discharges and layoffs within one (1) week after the employee's discharge or layoff. Notice shall be mailed to the Union headquarters.

Section 4. Promotions to full-time positions shall be made from qualified part-time employees where determined to be in the best interest of the store's operations. In instances where qualifications and ability are equal, seniority will be the determinant. Part-time employees seeking full-time employment shall notify the Employer's Personnel Department in writing with a copy to the Union.

Section 5. It is agreed that a part-time person who averages over thirty (30) regular hours per week over a twelve (12) week period will cause a mutually

agreeable person to be made full-time. (Excluding January, February, July and August)

ARTICLE 8 UNION VISITATION

Duly authorized representatives of the Union may visit the stores for the purpose of conducting Union business, but in so doing will not interfere with the Employer's operation. Upon request, the Store Manager will grant any accredited Union Representative the right to communicate individually with any employee in the store.

ARTICLE 9 STEWARDS

Section 1. The Union shall furnish the Employer with a complete list of stewards which shall upon request of the Employer be supplemented from time to time as necessary.

Section 2. On layoffs and transfers, up to two (2) Union stewards from each store shall enjoy super-seniority. They shall be the last employees to be transferred or laid off, except that by agreement between the Union and Employer, a steward may be transferred. The Union agrees that it will not appoint stewards to avoid pending transfers.

Section 3. Up to two (2) Union stewards in each store shall be granted one (1) day off per year in order to attend a steward's seminar. The Employer may require proof of attendance by the steward.

ARTICLE 10 STANDARDS OF CONDUCT

Section 1. High standards of conduct are necessary to preserve the Employer's public image and to insure a safe, harmonious and productive working atmosphere. The Employer recognizes that its most valuable asset is its work force and agrees to administer the Sections of this Article with due consideration for the employee. The parties agree that the language of this Section 1 does not create substantive rights and may not be asserted by either party as the basis, in whole or in part, for grievance or other cause of action one against the other and may not be referred to by any trier of fact or decision maker as the basis, in whole or in part, for any finding of fact or conclusion.

Section 2. The Employer has the right to make reasonable rules and regulations and from time to time amend or add such rules. Such rules become effective upon posting in each location and the Employer will inform the Union of such rules prior to posting. The Employer has the right to make and enforce drug free work place rules, including testing of current and future employees.

ARTICLE 11
ABSENTEEISM, TARDINESS & COMPANY RULES

Section 1. It shall be the responsibility of the employee to notify his/her Store Manager, or in his/her absence, or the Assistant Store Manager or Person in Charge at least one and one-half (1½) hours prior to his/her scheduled reporting time in the event of absence or lateness, unless it is impossible or unreasonable to do so.

Section 2. The Union and the Employer shall discuss the issuance of any new work rules prior to their being implemented.

Section 3. Rules become effective upon posting and the employee is presumed to have knowledge of such rule at that time or, if absent, upon proof of actual service or mailing by certified mail to the employee's last known address.

ARTICLE 12
EFFECT OF INVALIDITY AND ENTIRETY OF AGREEMENT

Section 1. The parties hereto agree that should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective, or unenforceable, said Article, part or paragraph hereto, and the remainder of this Agreement shall continue in full force and effect.

Section 2. The parties also agree to renegotiate any Article, part or paragraph of the Agreement that has been declared unlawful, invalid, ineffective or unenforceable as specified above.

Section 3. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matters not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of the right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term. There are no understandings, letters or past practices which are binding or obligate either party.

ARTICLE 13
VACATIONS

Section 1. FULL TIME ELIGIBILITY

All full-time employees shall be eligible for vacations on their anniversary date of employment on the following basis:

1st Anniversary date of continuous employment one (1) week vacation

2nd Anniversary date of continuous employment two (2) weeks vacation

ELIGIBILITY FOR VACATION BENEFITS AS OF JANUARY 1

- A) Once an employee has earned one (1) week vacation benefits he/she is therefore eligible for one (1) week of vacation with pay as of January 1 of the succeeding year. The second week's vacation shall be taken on or after the second anniversary date.
- B) Once an employee has earned two (2) weeks vacation benefits he/she is, therefore, eligible for vacation benefits as of January 1 of each succeeding year.
- C) All vacation time earned shall be taken during the year in which eligibility occurs.
- D) If an employee does not take his/her vacation by December 31 because of request by the Employer, the Employer may pay the employee the appropriate vacation pay or he/she shall be given compensating time off.
- E) In the event the services of an employee are terminated for any reason, voluntary or involuntary (except discharge because of dishonesty), the vacation due shall be pro-rated for time worked.
- F) A part-time employee who changes to full-time employment shall receive credit for past service for vacation determination purposes on the basis of one (1) month of full-time credit for each two (2) months of past part-time service.

Section 2.

- A) The regular vacation period is from January 1st through December 31st.
- B) When an employee's vacation falls during a holiday week, the week immediately following shall be that employee's holiday work week.

Section 3. A full-time employee shall receive as vacation pay forty (40) times his/her regular straight time hourly wage.

Section 4. In stores where an employee replaces a Department Manager for vacation purposes, the employee shall receive a twenty five cent (25¢) per hour premium.

Section 5. Every reasonable effort shall be made by the Employer to schedule vacation dates in line with the employee's desire. Employees shall be given the opportunity to choose vacation dates based on their seniority subject to the needs of the business.

Section 6. The Employees are entitled to receive their vacation pay at the beginning of their vacation period.

Section 7. Employees who become disabled shall, upon request to the Company, receive their pro-rated vacation pay for time worked.

Section 8. In the event an employee is out of work due to illness, accident or injury and then returns to work, he/she will have to work for the following periods before vacation may be taken:

- a) An employee out for a period in excess of two (2) months shall return to work for a period of one (1) month before vacation may be taken.
- b) An employee out for a period in excess of four (4) months shall return to work for a period of two (2) months before vacation may be taken.
- c) An employee out for a period in excess of six (6) months shall return to work for a period of three (3) months before vacation may be taken.

Section 9. An employee working for a competitor (grocery and/or meat) during his/her vacation period shall be considered to have voluntarily quit his/her employment with the Employer.

ARTICLE 14
HOLIDAYS

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Section 1. All full-time employees with thirty (30) days of continuous service covered by this Agreement shall be entitled to the following legal holidays or days legally celebrated in lieu thereof:

New Years Day
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

Section 2. A full-time employee who works his/her fully scheduled hours on the day before and his/her fully scheduled hours on the day after one of the holidays listed above shall receive eight (8) hours pay at his/her straight time hourly rate for the holiday.

Section 3. An absence due to proven illness on a full-time employee's scheduled work day before or after the holiday shall not disqualify the employee for his/her holiday pay.

Section 4. A full-time employee who works on any of the holidays listed above shall be paid one and one-half ($1\frac{1}{2}$) times his/her regular rate of pay for all hours worked on the holiday, and in addition, he/she shall receive the holiday pay provided for in paragraph 2 above if he/she qualified for such holiday pay.

Section 5. Part-time employees with less than one (1) year of continuous service working on a holiday shall receive straight time pay.

Section 6. Part-time employees with more than one (1) year of continuous service working on a holiday, as listed above, shall be paid one and one-half ($1\frac{1}{2}$) times his/her regular rate of pay for all hours worked on the holiday.

Section 7. Part-time employees with three (3) years or more of continuous service with the Employer shall receive four (4) hours pay at his/her straight time hourly rate for the holidays listed in Section 1 provided he/she works his/her scheduled work day before and his/her scheduled work day after said holiday.

Section 8. All full-time employees upon completion of one (1) year of service and all part-time employees upon completion of three (3) years of service shall receive one (1) personal holiday. Every reasonable effort shall be made by the Employer to schedule personal days in line with the employee's desire, subject to the needs of the business. All eligible employees must give at least two (2) weeks notice of the intended day to be taken as said personal holiday. All personal holidays must be taken before November 1st or be forfeited.

ARTICLE 15 UNION LEAVE OF ABSENCE

Section 1. Any employee in the bargaining unit who is elected or appointed to a paid position in the Union shall be granted a leave of absence by the Employer upon receipt of a joint written request from the employee and the Union and upon the termination of said position in the Union shall be reinstated to his/her former position, plus such additional benefits that may be applicable in addition to his/her full seniority rights and privileges.

Section 2. The maximum period of absence permitted by the Employer will be one (1) year subject to renewal and extension for additional periods of one (1) year. Renewal periods may be extended only through the mutual consent of both the Union and the Employer.

Section 3. The Union shall notify the Employer of any change in the employee's status with the Union and said employee must request reinstatement to his/her former position not later than fifteen (15) days after the Employer receives notification from the Union in writing.

Section 4. The Employer agrees to permit no more than four (4) employees to take a leave of absence without pay in order to attend a Union conference or convention to which said employee may have been elected or appointed, provided there is not more than one (1) such employee from any one (1) store. The Union will notify the Employer of the names of the delegates fifteen (15) days in advance in order that their jobs may be adequately covered during such leave of absence.

ARTICLE 16 LEAVE OF ABSENCE

Section 1. Any employee with more than six (6) months of continuous service desiring a leave of absence from the job for legitimate reasons, must secure written permission from the Employer's Personnel Department with a copy mailed to the Union.

Section 2. The length of absence is to be agreed upon by the Employer and the employee.

Section 3. Failure to return to work upon the scheduled conclusion of a leave of absence shall result in the complete loss of seniority rights to the employee involved.

Section 4. Any employee shall be excused for up to five (5) days for an emergency leave of absence from work in the case of serious illness or injury of the employee or sudden death in the employee's immediate family provided that the employee shall make every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave. It will be the responsibility of the employee to furnish the Employer with adequate proof of the need for the Emergency Leave of Absence upon his/her return to work.

Section 5. Department Managers with more than one (1) year continuous service as a Department Manager will receive two (2) paid sick days per year. Sick pay will be calculated at straight time for eight (8) hours. It is agreed that sick pay is for actual illness or injury and proof of such illness or injury may be required. Department Heads will be paid for any unused sick days during the last pay period of December of each year.

ARTICLE 17
HOURS

FILE COPY

Section 1. The hours of work for each employee shall be scheduled by the Employer.

Section 2. The Employer shall post a work schedule for all employees in ink showing employee's full name no later than 3:00 p.m. on Friday for the following week. If any scheduled changes are requested by an employee, the Store Manager or his designee must be notified by 5:00 p.m. Friday. Such schedule shall be posted outside the store department offices and in a place accessible to the Union Representative.

Section 3. The regular workweek for full-time employees is forty (40) hours to be worked in five (5) days.

Section 4. An employee may select the complete weekly schedule of a less senior employee provided he/she can perform the available work. Such selection must take place by notice to the affected Store Manager by 5:00 p.m. on the Friday the schedule is posted. Straight time Sunday and holiday hours claimed pursuant to this provision shall be paid at the straight time hourly rate.

Section 5. Part-time employees shall be schedule a minimum of sixteen (16) hours per week to include Sundays, except those who limit their availability, or a fourteen (14) or fifteen (15) year old whose work is regulated by State or Federal Law.

Section 6. The normal work week for part-time employees will not exceed thirty (30) hours.

Section 7. Overtime is defined as work performed in excess of ten (10) hours on a work day or work weeks described above. Overtime work shall be paid for at time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate of pay. Full-time employees will cooperate with the Employer by working unscheduled hours upon request. The Employer will not discriminate against an employee if he/she cannot occasionally work unscheduled hours for good reason.

Section 8. All employees will cooperate with the Employer by working unscheduled hours upon request of the Employer. The Employer will not discriminate against any employee if he/she cannot occasionally work unscheduled hours for good reason. The Employer may schedule a part-time employee six (6) days per week.

Section 9. No employee shall be required to accept time off as compensation for overtime worked.

Section 10. An employee scheduled to work on a particular day shall be guaranteed the scheduled hours for that day provided he/she reports to work as scheduled unless prevented from beginning or continuing work by an act of God or any other condition beyond the control of the Employer.

Section 11. Any employee reporting for work as requested at a time other than scheduled shall be guaranteed four (4) hours work or four (4) hours pay in lieu thereof.

Section 12. There shall be no pyramiding of overtime.

Section 13. There shall be no tolerance time. Employees will be paid for all time worked.

Section 14. The work week shall run Sunday through Saturday.

Section 15. Any employee scheduled or called in on Sundays and/or holidays shall be guaranteed four (4) hours work or pay in lieu thereof.

Section 16. No employee shall be required to work a split shift schedule.

Section 17. Schedules may be changed in emergency situations only. In such cases the Employer will notify the employee at least twenty-four (24) hours in advance, time permitting. In all instances the Employer will give as much advanced notice as possible.

ARTICLE 18

CHECK-OFF

Section 1. The Employer shall deduct Union dues, initiation fees, service fees and political contributions on a weekly basis from the pay of employees who individually and voluntarily certify in writing an authorization for such deductions. The Union shall certify the amount to be due. The Employer shall forward same to the Local Union's Executive Officer no later than the fifteenth (15th) day of the following month.

Section 2. The employer will supply the monthly list of deductions. The listing shall accompany each month's check.

Section 3. The Employer shall make Credit Union deductions from the employee's weekly pay in amounts so authorized by the employee in writing. The weekly deductions shall be forwarded to the designated Credit Union along with a list showing from whom the deductions were made within fifteen (15) days of the end of the payroll period.

ARTICLE 19 **HEALTH & WELFARE**

Section 1. The Employer agrees to make a monthly contribution of two hundred sixty two dollars and ninety nine cents (\$262.99) per full-time employee. Checks will be made payable to the United Food and Commercial Workers Retail Employees and Employers Health and Welfare Fund for the purpose of providing Health and Welfare Benefits as determined by the Trustees of that Fund, beginning with the 1st of the month following the month in which the full-time employee has completed ninety (90) days of continuous service with the Company.

Section 2. The Employer agrees to make a monthly contribution of thirty six dollars and sixty three cents (\$36.63) per part-time employee. Checks will be made payable to the United Food and Commercial Workers Retail Employees and Employers Health and Welfare Fund for the purpose of providing Health and Welfare Benefits as determined by the Trustees of that Fund, beginning with the 1st of the month following the month in which the part-time employee has completed one hundred and twenty (120) days of continuous service.

Section 3. The Employer shall provide a list of all eligible employees by the 20th day of each month for the current month. (Example: June's eligibility list is due at the Fund Office by June 20th and July's list by July 20th and so on.)

Section 4. Employer contributions shall be based on the eligibility list provided in Section 3 above and shall be made payable to the United Food and Commercial Workers Retail Employees and Employers Health and Welfare Fund. Employer contributions are due and payable by the 30th of each month for the current month. (Example: June's contributions are due at the Fund Office by June 30th and July's contributions by July 30th and so on.)

Section 5. When an employee is promoted from part-time to full-time and was eligible for part-time benefits, he/she will have full-time contributions made on his/her behalf the first of the month following the month of his/her thirtieth (30th) day of continuous full-time employment. When an employee is moved from full-time to part-time and was eligible for full-time benefits, he/she will have part-time contributions made on his/her behalf the first of the month following the month of his/her sixtieth (60th) day of continuous part-time employment.

Section 6. The United Food and Commercial Workers Retail Employees and Employers Health and Welfare Trust Fund is an existing common-law joint trust fund established pursuant to an Agreement and Declaration of Trust. The

Agreement and Declaration of Trust shall, among other provisions, include the following requirements: that the Trustees shall have equal representation between labor and management; that the contributions paid to the Trust shall be for the exclusive benefit of employees covered by this Agreement; that the payments to be made to the Trust are in accordance with the schedule as set forth within this Agreement; this Trust is to be audited annually by a CPA licensed in the State of Florida; and, that arbitration may be invoked in the event of a deadlock vote by the Trustees. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, the provisions of which are incorporated herein by reference.

Section 7. Contributions to the Health & Welfare Trust Fund shall be discontinued as of the first of the month following:

- a) Layoff of thirty (30) calendar days or more;
- b) Authorized leave of absence of up to six (6) months;
- c) Termination of employment;
- d) Injury on the job of up to six (6) months.

Section 8. In the event during the term of this Agreement the Congress should adopt a National Health Insurance Plan which requires or permits the Company to contribute to said Plan's maintenance by way of taxes or otherwise which Plan affords coverage to members of the bargaining unit, this Agreement may be opened by the Company for negotiation of medical insurance coverage and payments.

ARTICLE 20 INJURY ON THE JOB

Section 1. An employee who suffers a compensatory injury and is sent home by the attending physician, or the Employer, shall be paid for the time lost on that particular scheduled shift or that work day.

Section 2. In the interest of the welfare and protection of the employees and Employer, it shall be the responsibility of the employee to immediately notify the Store Manager, or in his/her absence the Assistant Store Manager, or Person In Charge, of any on the job injury requiring medical assistance and to report prior to the end of the scheduled work day any on the job injury only requiring the use of First Aid materials as provided in the store.

Section 3. Any employee on medical leave as a result on an on-the-job injury shall retain and accumulate seniority during such leave for a period of one (1) year. Extension may be granted subject to mutual agreement between the parties.

Section 4. Compensation will be paid in keeping with applicable workers' compensation laws of the State of Florida in effect at that time. Currently no workers' compensation is paid during the first seven (7) days. Compensation begins on the eighth (8th) day of disability. If the disability exceeds fourteen (14) days, the compensation is then paid back to day one (1) of the injury.

Section 5. The first installment of compensation is due on the fourteenth (14th) day after the Employer learns of the injury and subsequent installments may be paid weekly or bi-weekly thereafter.

Section 6. The Employer agrees to place rubber floor mats at all check-out booths.

ARTICLE 21 **SENIORITY**

Section 1. Seniority shall be defined as length of continuous employment with the Employer from September 27, 1993. Continuous employment within the State of Florida prior to September 27, 1993 with Florida Supermarkets, Inc. and Pantry Pride Enterprises, Inc. (Pantry Pride/Sun Supermarkets) will be used to determine scheduling vacation and vacation entitlement purposes as provided in Article 13, Section 5; premium pay for and personal holiday purposes as provided in Article 14, Sections 4-8; leave of absence purposes as provided in Article 16, Sections 1 and 5; selection of weekly work scheduling purposes as provided in Article 17, Section 4; eligibility for medical insurance purposes as provided in Article 19; layoff and recall purposes as provided in Article 21; Sunday work scheduling purposes as provided in Article 22; and, wage progression purposes as provided in Article 37.

Section 2. The last employee hired shall be the first laid off. Conversely, the last employee laid off shall be the first recalled provided he/she can perform the available full-time or part-time work. Employees on lay-off shall be offered employment before any new employees are hired.

Section 3.

- A) Should a store close, employees affected may bump less senior employees within their classification within the County.
- B) Should a reduction in hours occur within a store(s), the lay-off shall take place within the classification(s) affected within the store(s) from the bottom of the full-time or part-time portions of the seniority list. Affected employees may bump less senior employees within their classification at any other stores within the County.

Section 4. When the Employer determines that reductions and/or layoffs are necessary, the Employer and the Union shall meet to discuss the application of the Agreements set forth in this Article prior to any reduction and/or layoff.

Section 5. Full-time employees reduced to part-time will go to the top of the part-time seniority list. Such full-time employees will go to the appropriate wage rate based upon their length of service and will retain all general wage increases applicable to their service. Department Managers reduced to full-time classification will retain all general wage increases applicable to their service.

Section 6. SENIORITY SHALL BE CONSIDERED LOST:

- A) If an employee is laid off for a period exceeding six (6) months;
- B) If he/she fails to report for work for three (3) consecutive working days without notifying the Employer, unless it was impossible or unreasonable to do so;
- C) If he/she is duly discharged by the Employer;
- D) If he/she voluntarily quits;
- E) If he/she is recalled after layoff and fails to report for work within four (4) working days after notice to appear for work. Such call back and notification shall be made by certified mail sent to the employee's last known address on file with the Employer. A copy of each recall notice shall be mailed to the Union;
- F) If he/she fails to return to work within one (1) year of a job related injury which occurred while working for the Employer;
- G) If he/she works for another employer while on an authorized leave of absence.
- H) If he/she fails to return to work within one (1) year of a non-job related illness or injury.

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Section 7. New employees shall be employed on a trial basis for not less than sixty (60) calendar days of work. During the trial period, new employees may be discharged or laid off at the sole discretion of the Employer without recourse to the grievance procedure and without reference to seniority and without obligation to rehire such employee.

In the case of replacement store openings or the opening of stores having undergone major remodels, the probationary period shall be ninety (90) days for new employees hired for the opening and for those hired during the thirty (30) days following the opening.

Section 8. The Employer shall deliver monthly copies of the seniority lists by county to the Union showing the names, sex, classifications, rates of pay, store numbers, social security numbers, dates of hire, and dates of birth of all employees in the bargaining unit, separating full-time and part-time. The Employer shall furnish the Union with a monthly list of all new hires, terminations and transfers showing the same information as provided above.

Section 9. An employee who requests or accepts a transfer to another county forfeits his/her seniority and must go to the bottom of the seniority list for layoff purposes.

ARTICLE 22
SUNDAY WORK

Section 1. Full and part-time employees will be paid for Sunday work at the regular straight time rate of pay.

Section 2. It will be the policy of the Employer to distribute such Sunday work on an equitable basis to those employees within a store consistent with the needs of the Employer in the proper operation of the store. There will be no discrimination against employees who refuse to work Sundays and such Sunday work will be on a voluntary basis, except that if there are not sufficient volunteers available for Sunday work, the Employer will have the right to schedule the least senior employees within the classification needed.

ARTICLE 23
MEAL/REST PERIODS

The Employer may allow an employee up to one (1) hour for lunch or one-half ($\frac{1}{2}$) hour for lunch and one-half ($\frac{1}{2}$) hour for supper per day. No employee may work more than five (5) consecutive hours nor less than three (3) consecutive hours without a meal period.

The Employer agrees that every employee shall be granted a fifteen (15) minute rest period during each four (4) hours worked or major fraction thereof. Any employee who fails to receive a paid rest period shall receive an additional fifteen (15) minutes pay in lieu thereof.

ARTICLE 24
TRANSFERS

Section 1. In the event of any temporary transfer of any employee from one store to another during the same work day resulting in additional traveling fare over the regular fare paid by such employee for transportation from home to work, such employee shall continue to pay the regular fare and the Employer agrees to pay one (1) additional fare up to a maximum of three dollars and fifty cents (\$3.50) per trip or seven dollars (\$7.00) per round trip for any one (1) day. All additional fares to be paid for by the employee.

Section 2. No employee shall be permitted to take a transfer to a store outside the county or to a store more than twenty (20) miles (as the "crow flies") from his/her store except by mutual consent of the employee, Employer and the Union, with a copy to the Union.

Section 3. There shall be no punitive transfers.

ARTICLE 25
TOOLS

Section 1. All job related tools and equipment shall be furnished by the Employer.

Section 2. Any uniform deemed necessary by the Employer for its employees

shall be furnished by the Employer. It shall be the responsibility of the employee to launder, maintain, and wear their uniforms for the purpose of maintaining a neat and orderly appearance.

ARTICLE 26 UNION STORE CARD

The Union agrees to furnish to the Employer at least one (1) Union store Card, the content of which shall be subject to prior approval by the Employer which shall not be unreasonably withheld, for each of the Employer's stores covered by this Agreement to be displayed on such public portion of the premises as the Employer may select. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

ARTICLE 27 BULLETIN BOARDS

The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business. It is management's responsibility to see that Union notices mailed to the store are posted in a timely manner.

ARTICLE 28 JURY DUTY

A full-time employee who is called to jury duty shall receive the difference between jury duty pay and the base pay for those days on which one actually serves, providing the employee returns to the regular job on those days on which one does not serve.

ARTICLE 29 FUNERAL LEAVE WITH PAY

Section 1. In the event of the death of a member of a regular full-time employee's immediate family (defined as a parent, child, spouse, brother, sister, mother-in-law, father-in-law, grandparent or grandchild) the Employer will pay eight (8) hours a day from the day of death until and including the day of the funeral for the purpose of attending the funeral not to exceed three (3) working days. In the case of part-time employees, such time off shall be limited to the day of the funeral.

Section 2. The compensable day or days must fall within the employees regular scheduled work week. Proof of death must be substantiated to the satisfaction of the Employer.

ARTICLE 30 SEPARATION PAY

Any full-time employee separated from the Company for any reason other than for cause including but not limited to proven dishonesty or quitting shall receive

three (3) days notice of separation or three (3) days pay in lieu thereof.

ARTICLE 31 PREVIOUS EXPERIENCE

Section 1. Previous verified self-service retail and/or supermarket experience or their equivalent and/or above average ability of any new employee shall be recognized and given such credit as the Employer in its discretion determines appropriate. The applicant for employment shall be placed in the wage bracket for which the applicant's previous experience or ability qualifies him or her. In order to receive credit for previous experience, the applicant must state his/her experience on both his/her application and personnel jacket at the time of being interviewed for employment and substantiated by the Employer.

Section 2. Falsifying the application and/or personnel jacket shall be grounds for discharge of the employee.

Section 3. The right reserved by the Employer in Article 4, Section 1 to increase wages, including starting pay, above the minimum rates set out in Article 37 shall be exercisable only within the first thirty (30) days of employment and no increase may be granted thereafter which is not consistent with Article 37 and this Article 31.

Section 4. Because of extenuating circumstances the Union and the Employer may meet and adjust a rate by mutual consent.

ARTICLE 32 COMPANY MEETINGS

Section 1. All employees required to attend Company called meetings shall be compensated at their straight time hourly rate. Employees not scheduled to work immediately after the meeting shall get a minimum of one (1) hour of straight time pay.

Section 2. Should a Company called meeting extend any employee's work schedule beyond ten (10) hours in any one (1) day or beyond forty (40) regular hours in any one (1) work week, the employee shall be compensated at time and one-half ($1\frac{1}{2}$) his/her straight time hourly rate.

ARTICLE 33 STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that its members will not engage in any strike, sympathy strike, slow-down, picketing, boycott or other stoppage of work and the Employer agrees not to engage in any lockout. If any kind of work stoppage occurs it shall be the duty of both the Company and the Union to instruct the Employees to return to work immediately. The Company shall have the right, in its discretion, to discipline or discharge any employee who fails to do so.

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ARTICLE 34
FIRST AID KIT

The Employer shall install and keep supplied a first aid kit in each store's front office and accessible to the employees in the event of an accident or emergency which requires medical attention.

ARTICLE 35
MERIT RAISES AND QUARTERLY BONUS

No individual wage adjustment shall be made by the Employer except after consultation with and consent of the Union, except as otherwise provided for in this Agreement. The Employer has the right to put into effect a quarterly bonus program and to modify or delete such program from time to time but not retroactively.

ARTICLE 36
MILITARY LEAVE

The Federal and State laws governing leave of absence for military service shall prevail and failure to abide by such law shall be considered as a violation of this Agreement.

ARTICLE 37
WAGES

Wages Effective December 1, 1995

CLASSIFICATION

CLERK - PART-TIME
(ALL DEPARTMENTS)

	<u>HOURLY</u>
Start	\$ 4.50
3 months	4.70
6 months	4.90
12 months	5.25
18 months	5.50
24 months	5.75
30 months	6.00
36 months	6.25

CLERK - FULL-TIME
(ALL DEPARTMENTS)

	<u>HOURLY</u>
Start	\$ 5.80
6 months	5.95
12 months	6.35
18 months	6.60
24 months	6.85
30 months	7.10
36 months	7.35

DEPARTMENT MANAGER(HEAD CASHIER, SERVICE, GROCERY,
PRODUCE, RECEIVER, DAIRY/FROZEN
SEAFOOD, AND DELI/BAKERY)

	<u>HOUR</u>
Start	\$ 8.00
6 months	8.50
12 months	9.00

MEAT MANAGER

	<u>HOUR</u>
Start	\$10.90
12 months	11.50
18 months	12.00
24 months	12.50

JOURNEYMAN CUTTER

	<u>HOUR</u>
Start	\$ 8.75
6 months	9.00
12 months	9.50
18 months	10.00
24 months	10.50

APPRENTICE CUTTER

	<u>HOUR</u>
Start	\$ 7.00
6 months	7.50
12 months	8.20

MEAT APPRENTICE PROGRAM

Section 1. The Employer may have an Apprentice Meat Cutter Training Program on a one (1) year training schedule.

Section 2. Proven prior experience and/or above average ability will be considered in the discretion of the Employer:

- a) in placing an Apprentice in the proper starting progression rate;
- b) in qualifying an Apprentice as a Journeyman Meat Cutter in less than twelve (12) months.

GENERAL WAGE INCREASE

- A) An employee who has reached the top of the progression scale as of December 1, 1996, and December 1, 1997, shall be eligible for the following increases on those dates:

12/01/96

20¢

12/01/97

25¢

DEPARTMENT MANAGERS RELIEF PAY

In stores where an employee replaces a Department Manager for three (3) or more days, the employee shall receive twenty five cents (25¢) per hour premium. After the three (3) day qualification, the relief premium shall apply from the first day.

OFFICE WORK PREMIUM

A differential of twenty five cents (25¢) per hour shall be paid to clerks who regularly work in the office.

NIGHT SHIFT PREMIUM

All employees who work a majority of their hours on a day between the hours of 11:00 p.m. and 7:00 a.m. will receive a night premium of thirty-five cents (35¢) per hour for all hours worked.

EFFECTIVE DATE OF ECONOMIC TERMS

All economic provisions of this Agreement, including wages, benefits, premium pay, etc., are effective from December 1, 1995 and are not retroactive to May 1, 1995.

ARTICLE 38 CASH REGISTER CLAUSE

Section 1. Checkers/cashiers handling cash must have their own register till. No employee shall be responsible for shortages in a cash drawer unless he/she has been given the privilege of counting his/her cash and had been given his/her register readings before and after the cash has been counted. Only one (1) employee shall be empowered to ring up on a cash drawer for which he/she is responsible.

Section 2. Cashiers and any other employees who handle cash must have their own register till assigned to them by the Employer. The employee assigned to a designated cash drawer should at all times be responsible for ring ups and cash reconciliation on their designated cash drawer during their work periods.

ARTICLE 39 PENSION

Section 1. The Employer agrees to make a contribution for each paid hour up to and including forty (40) hours per week for all full-time employees in the bargaining unit in an amount and on the dates specified below to the United Food and Commercial Workers Unions and Contributing Employers Pension Fund (Miami, Florida).

EFFECTIVE 01/01/96
10¢ per hour

EFFECTIVE 01/01/97
20¢ per hour

EFFECTIVE 01/01/98
30¢ per hour

Paid hours shall include vacations, holidays and all hours of leave paid for by the Employer. Contributions shall commence on the first of the month following completion of twelve (12) months of continuous employment. Pension contributions are due and payable by the thirtieth (30th) day of each month for the preceding calendar month.

Section 2. The making of contributions as specified in Section 1 above described shall discharge the Employer from any further liability for pension purposes, unless otherwise provided by law.

Section 3. The Pension Plan shall have the continuing approval of the Internal Revenue Service as an exempt plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income

Tax purposes.

Section 4. Pension payments, as provided herein, was the subject of good faith bargaining between the Union and the Employer. Pension contributions shall be payable only on behalf of those employees as set forth within Section 1, herein.

Section 5. The Pension Fund is an existing common-law joint trust fund established pursuant to an Agreement and Declaration of Trust. The Agreement and Declaration of Trust shall, among other provisions, include the following requirements:

- (a) that the Trustees shall have equal representation between labor and management;
- (b) that the contributions paid to the Trust shall be for the exclusive benefit of employees covered by this Agreement;
- (c) that the payments to be made to the Trust are in accordance with the schedule as set forth within this Agreement;
- (d) that this Trust is to be audited annually; and
- (e) that arbitration may be invoked in the event of a deadlock vote by the trustees.

The Employer hereby designates as its representative on the Board of Trustees such trustees as are now serving as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the trustees pursuant to the said Agreement and Declaration of Trust, the provisions of which are incorporated herein by reference.

ARTICLE 40 **THE CONSOLIDATED SAVINGS PLUS AND STOCK OWNERSHIP PLAN**

The Employer will provide Fleming Companies, Inc.'s The Consolidated Savings Plus and Stock Ownership Plan to all employees under the same terms and conditions as the plan is offered and maintained for all other participants. Employees will be given credit for years of continuous service with previous owners of these locations for eligibility purposes.

ARTICLE 41 **TIME CLOCKS**

Section 1. The Employer agrees to have time clocks in all stores covered by this Agreement in order to confirm hours worked by employees.

Section 2. All employees in the bargaining unit shall properly record his/her time on the time cards and shall sign them at the end of each week.

Section 3. An employee reporting for work shall punch his/her time card when scheduled for work.

Section 4. Each employee is required to punch in and out before and after each break and meal period.

Section 5. An employee having finished his/her work day shall punch out at the conclusion of his/her scheduled hours.

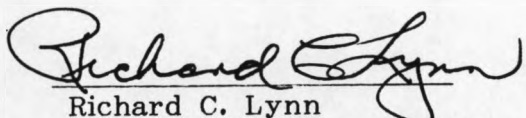
Section 6. Payrolls shall be prepared by the Employer from the signed time card.

Section 7. Any falsification of any time card shall result in immediate disciplinary action up to and including discharge.

ARTICLE 42
EXPIRATION

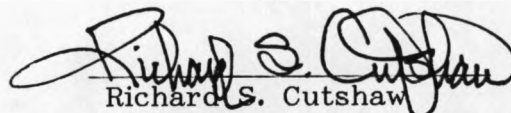
This Agreement shall continue in effect from May 1, 1995, through April 30, 1998, and continue in effect from year to year thereafter unless either party notifies the other party at least sixty (60) days prior to expiration date or any anniversary date thereafter of their desire to terminate or open the Agreement for the purposes of Amendments and/or changes.

FOR: FLEMING SUPERMARKETS
OF FLORIDA, INC.

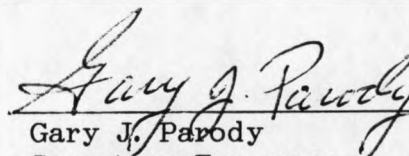


Richard C. Lynn
Vice President Labor Relations
The Fleming Companies, Inc.

FOR: UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1625,
AFL-CIO, CLC



Richard S. Cutshaw
President
UFCW Local 1625



Gary J. Parody
Secretary-Treasurer
UFCW Local 1625

EXHIBIT 1**HYDE PARK MARKET
PHONE LIST**

<u>STORE</u>	<u>PHONE</u>	<u>ADDRESS</u>
08	305-294-0744 305-296-3965 F 305-294-1261	HYDE PARK MARKET 1122 KEY PLAZA KEY WEST FL 33040
09	305-866-1473 305-861-8795 F 305-865-8597	HYDE PARK MARKET 1600 70TH ST CSWY N BAY VILLAGE FL 33141
10	305-531-4972 305-532-9744 F 305-531-1521	HYDE PARK MARKET 700 ARTHUR GODFREY RD MIAMI BCH FL 33140
11	305-865-7705 305-861-5301 F 305-865-5226	HYDE PARK MARKET 9400 HARDING AVE MIAMI BCH FL 33154
12	305-532-1141 305-538-3014 F 305-531-7167	HYDE PARK MARKET 520 COLLINS AVE MIAMI BCH FL 33139
14	305-386-2702 305-386-3992 F 305-388-1396	HYDE PARK MARKET 12955 SW 88TH ST MIAMI FL 33186
15	305-893-7361 305-893-3942 F 305-892-8323	HYDE PARK MARKET 880 NE 125TH ST N MIAMI FL 33161
16	305-446-4909 305-567-0890 F 305-446-9047	HYDE PARK MARKET 2969 SW 32ND AVE MIAMI FL 33133
17	305-743-3636 305-743-0943 F 305-743-9327	HYDE PARK MARKET US 1 & 55TH ST OCEAN MARATHON FL 33050
18	305-361-5888 305-365-0073 F 305-365-9630	HYDE PARK MARKET 726 CRANDON BLVD KEY BISCAYNE FL 33149
19	305-854-1876 305-856-9060 F 305-285-0921	HYDE PARK MARKET 1505 SW 3RD AVE MIAMI FL 33129
21	305-467-7436 305-467-7438 F 305-779-2492	HYDE PARK MARKET 500 E LAS OLAS BLVD FT LAUDERDALE FL 33301
22	407-848-1266 407-844-9959 F 407-844-5741	HYDE PARK MARKET 121 US HWY 1 N PALM BCH FL 33408
25	305-940-2776 305-940-2691 F 305-940-1465	HYDE PARK MARKET 17100 COLLINS AVENUE MIAMI BEACH FL 33160-3675

EXHIBIT 2

DRUG AND ALCOHOL POLICY

We recognize that the state of an associate's health can affect job performance and can well dictate the type of work performed. We also recognize that alcohol and drug abuse ranks as one of the major health problems in the world and that no organization is immune to its effects.

The Company is most concerned about those situations where the use of alcohol and other drugs seriously interferes with the health, job performance and safety of associates involved and other affected associates. Such interference can only be considered detrimental to the Company's business. While we have no intent or desire to intrude upon the private lives of associates, we do have an obligation to provide the best possible working environment for all associates. All Fleming associates will be subject to discipline if, while on company property, in company vehicles or while conducting company business, they:

1. Misuse or abuse prescribed or non-prescription drugs.
2. Use, sell, have unauthorized or illegal possession of or are under the influence of controlled substances, hallucinogens, intoxicants or any substances that significantly alter the associate's mental or physical faculties; sell or have unauthorized possession of drug paraphernalia.

Any associate refusing to submit to a urine and/or blood test where there are any reasonable grounds to believe that the associate is under the influence of any substances listed above will be subject to immediate termination.

All prospective associates are required to submit to and successfully pass urine and/or blood tests before being employed by the Company.

Associates who recognize they have a problem may enroll in a confidential program which the Company will make available. Associates may become involved in the program either by contacting the Associate Assistance Program directly for assistance or by referral of a supervisor. Whichever the case, it is the Company's intent to provide the program to assist the associate in working through and solving the problem.

The Company believes that associates are responsible for their own actions. Therefore, it is up to the associate to make the necessary performance corrections regardless of any participation in the Associate Assistance Program.

LETTER OF UNDERSTANDING

PROGRESSIVE DISCIPLINE PROCEDURE

Oral and/or written warnings may be issued as follows:

ORAL WARNING: An Oral Warning for less serious violations will be given in writing. An oral warning should indicate the specific subject or subjects for which the reprimand is being issued.

1st WARNING LETTER: Written reprimands may be given to an individual when the offense is of a more serious nature, but not serious enough to warrant immediate dismissal. Whenever the Employer reduces a reprimand to writing, it shall be signed by the Supervisor who presents and discusses the warning letter with the employee. A copy will also be mailed to the Union. It shall also be signed by the employee, not in admission of the offense, but in acknowledgement that a copy of the reprimand has been received by the employee.

2nd WARNING LETTER: Whenever a second written warning letter is issued by the Employer within a successive six (6) month period, an employee may be suspended for one (1) day. Upon issuance of the 2nd warning letter, the Union and designated Representative of the Employer agree to meet with the suspended employee to counsel them as to the seriousness of the situation and to advise them of the consequences should they not show immediate improvement, indicating what steps the employee must take in order to continue their employment.


3rd WARNING LETTER: Should an employee receive a third warning letter within a successive six (6) month period, he/she will be terminated for just cause. Upon issuance of a third warning letter, the Union and the Employer agree to promptly meet with the terminated employee to review the discharge.



UFCW LOCAL 1625
UNITED FOOD & COMMERCIAL
WORKER'S UNION
1300 N. FLORIDA MANGO RD., SUITE 8
WEST PALM BEACH, FL 33409-5255

To:

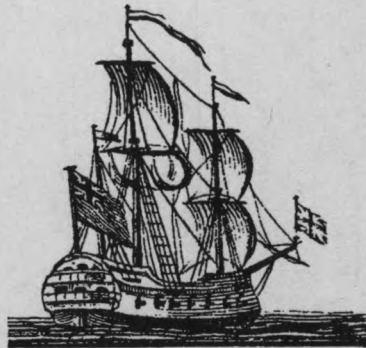
FEHMIDA SLEEMI
US DEPARTMENT OF LABOR
2 MASSACHUSET AVE NE 4175
WASHINGTON DC 20212



KNOW YOUR CONTRACT


Your local union representative can help.

SOLIDARITY



We may have come in different ships, but we're in the same boat now.

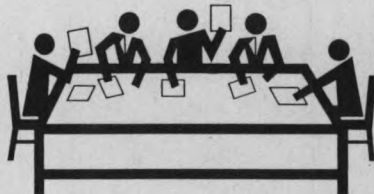
YOUR LABOR UNION . . . An association of workers united together to promote and protect the welfare, interests and rights of its members, primarily by collective bargaining.



Got the time?

Help organize new workers, not only to bring union benefits and a voice on the job to others, but also to protect yourself. The more workers organized in an industry, the better our wages, benefits, and living standards are—which helps our families, coworkers, and communities.

UFCW bargains



so you don't have to beg.

YOUR UNION • YOUR VOICE

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